

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement is made on May 18, 2001 by and between the Center for Bioethical Reform, Inc. and Gregg Cunningham, on the one hand, and The Trustees of Indiana University, on the other. This Agreement is effective on the date of the last signature and is premised on the following recitals, which are incorporated into this Agreement.

RECITALS

A. On September 12, 2000, the Center and Cunningham instituted a lawsuit against the University docketed as Cause No. IP00-1420-C-Y/G in the United States District Court for the Southern District of Indiana (the "Lawsuit") stemming from a dispute over the appropriate forum on the University's Bloomington campus for the Center's Genocide Awareness Project ("GAP") display.

B. The University denied and continues to deny any liability for the matters alleged in the Lawsuit, and is entering into this Agreement solely to avoid the continued expense of litigation.

C. The parties, after consultation with their respective counsel, determined that it would be in their respective best interests to settle and compromise the matters alleged in the Lawsuit on the terms provided in this Agreement.

AGREEMENT

Now therefore, in consideration of the mutual promises contained in this Agreement, and each act done and to be done pursuant to this Agreement by the parties, the parties now agree as follows:

1. The University shall reserve the agreed-upon area on its Bloomington campus outside of Franklin Hall, east of the Sample Gates, depicted with hash-marks on the map attached as Exhibit 1 (the "Compromise Site"), for the GAP display. The GAP display shall be for up to three consecutive days' duration during the Fall 2001 or Spring 2002 semester, the

dates of which shall be mutually agreed upon by the parties and scheduled through the Office of Student Affairs. The parties shall comply with the requirements applicable to all such assemblies and outdoor events, as set out in the Pathfinder's Guide.

2. The University's agreement to permit the GAP display to be held at the Compromise Site is not, and shall in no way be construed as, an admission by the University that the Compromise Site is a public forum, a designated public forum, or otherwise for purposes of First Amendment activities. Cunningham and the Center likewise stipulate that their use of the Compromise Site for the GAP display, pursuant to this Agreement, does not transform and will not be deemed to have transformed the Compromise Site into a public forum or designated public forum or otherwise for purposes of First Amendment activities.

3. The Center and Cunningham shall stipulate to the dismissal of the Lawsuit, with prejudice.

4. The Center and Cunningham shall and hereby do release and forever discharge the University and all of its present and former trustees, officers, employees, servants, agents, directors, assigns, affiliates, and successors-in-interest from any and all claims and demands, actions or causes of action, known or unknown, on account of, arising out of, or in any way connected with the Lawsuit, and any other matter arising before the date of this Agreement.

5. The Center and Cunningham represent and warrant that:

- a. They are the sole parties in interest in the Lawsuit;
- b. No promise, enticement or agreement not expressed in this Agreement has been made to them; and
- c. The terms of this Agreement are contractual and not a mere recital.

6. The Center and Cunningham acknowledge and declare that in making this Agreement, they rely solely on their own judgment, belief and knowledge of the nature, extent, effect and duration of the injuries alleged in the Lawsuit, and do not rely on any statement, representation, disclosure or non-disclosure of the University, or any of its officers, representatives, agents, attorneys or employees.

7. This Agreement represents the entire agreement of the parties with respect to this matter, and it supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties.

8. Each of the covenants in this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of each of the parties.

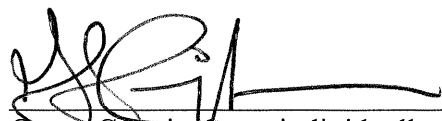
9. No party shall recover from any other party costs or attorneys fees in connection with this matter.

10. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana.

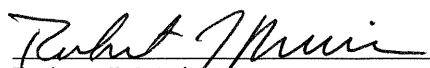
11. No waiver, modification or amendment of any term, condition or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the parties.

12. This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

Dated: 5 July, 2001


Gregg Cunningham, individually and
as Executive Director of the Center for
Bioethical Reform, Inc.

Dated: 9 July, 2001


Robert J. Muise
THOMAS MORE CENTER FOR
LAW & JUSTICE
3475 Plymouth Road, Suite 100
Ann Arbor, Michigan 48105-2550
734/827-2001
Attorney for Plaintiffs

Dated: 7/12/01

TRUSTEES OF INDIANA UNIVERSITY

By: Steven A. Miller VSD
Steven A. Miller, Treasurer

Dated: July 11, 2001

Jan M. Carroll
Jan M. Carroll, No. 4187-49
BARNES & THORNBURG
11 South Meridian Street
Indianapolis, Indiana 46204
317/236-1313
Attorney for Trustees of Indiana University

N INDIANA

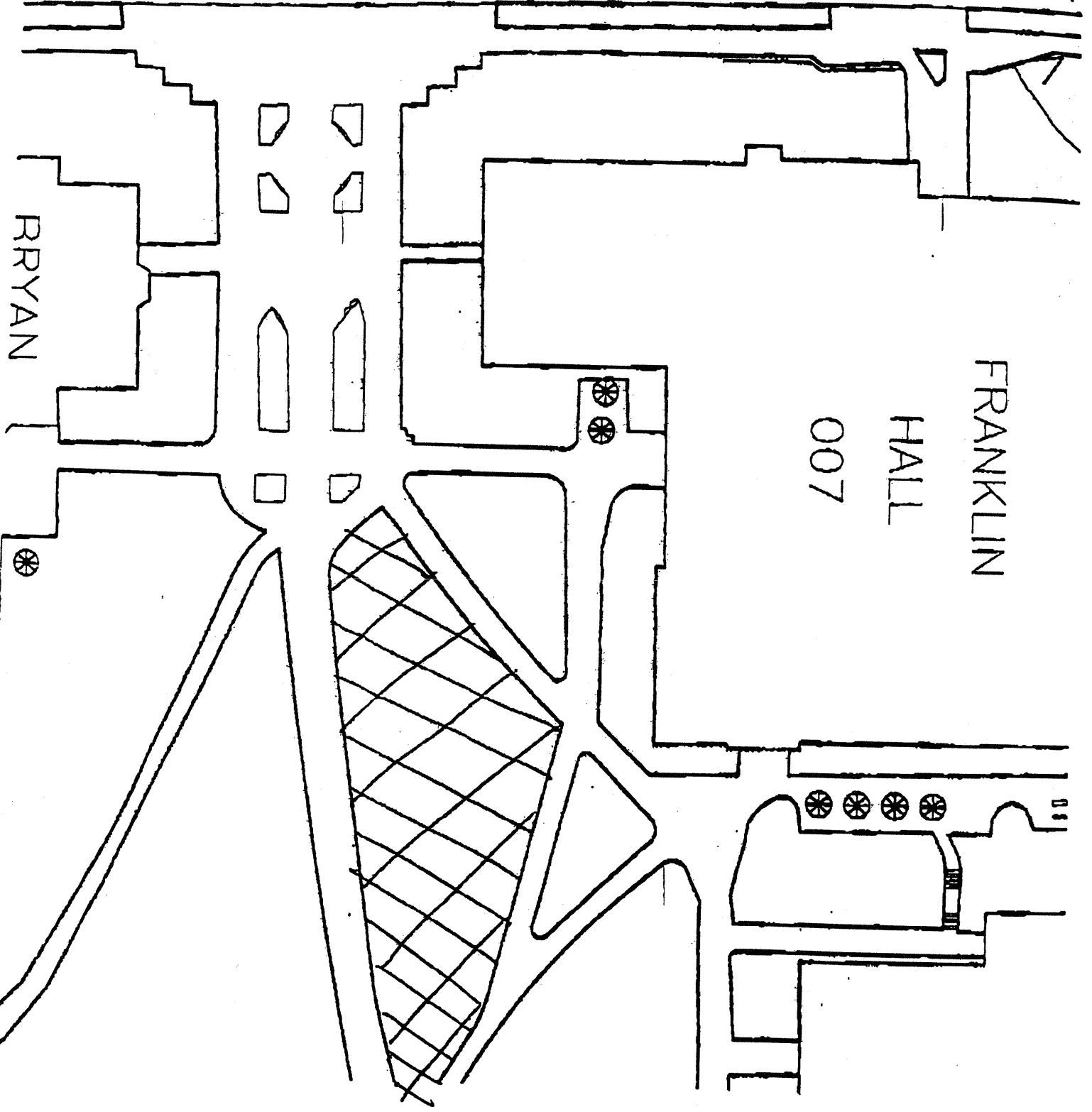


EXHIBIT 1